Henry P. Roybal Commissioner, District 1

Miguel M. Chavez Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller County Manager

MEMORANDUM

To:

Santa Fe County Board of County Commissioners

Through:

Katherine Miller, County Manager

Rachel O'Connor, Community Services Department Director

From:

Patricia Boies, Health Services Division, Community Services Department

Date:

September 11, 2015

Re:

Approval of County Health Care Assistance Claims in the Amount of \$58,478.00

(Community Services Department/Patricia Boies)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$58,478.00.

BACKGROUND:

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program has processed claims this month in the amount of \$58,478.00, as indicated on the Presentation of Claims document.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$58,478.00.

Santa Fe County Health Care Assistance Program

Presentation of Claims for Approval September 29,2015

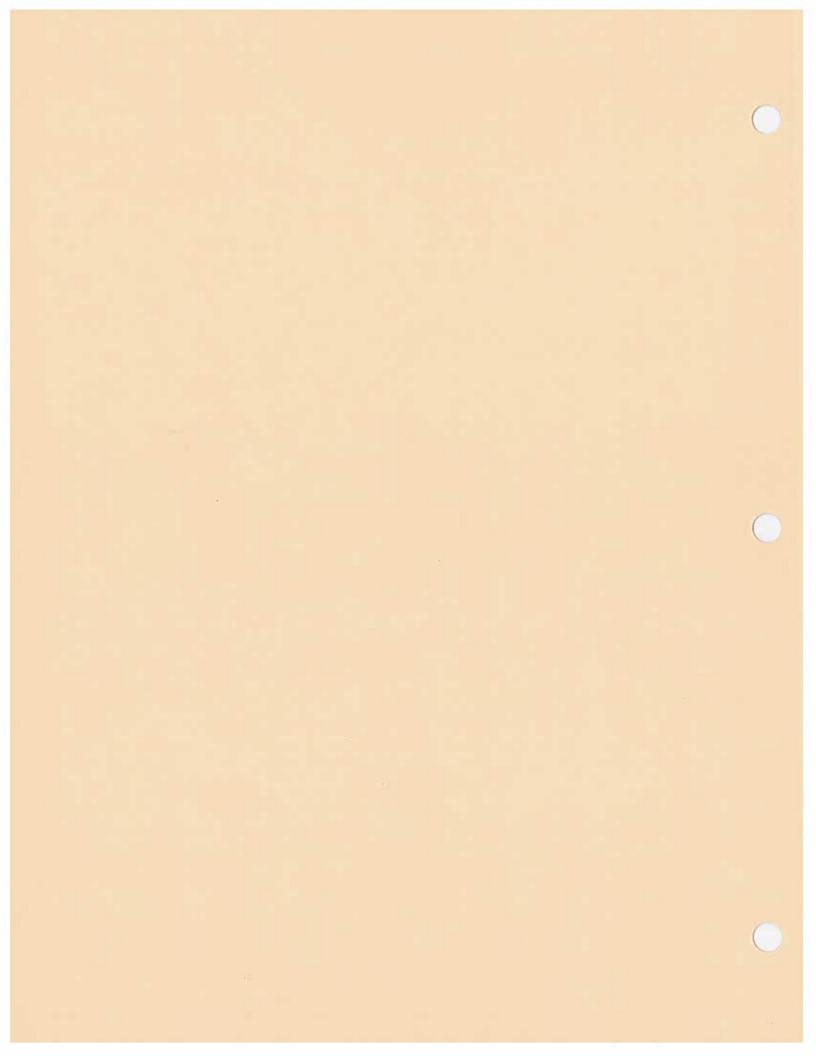
| | | # Claims | <u>Amount</u> |
|---|-------|----------|---------------|
| COMMUNITY-BASED PROVIDERS | | | |
| La Familia Medical Center | | 296 | \$45,903.00 |
| Southwest Care Center/Women's Health | | 13 | \$2,412.00 |
| Ortiz Mountain Health Center, Cerrillos El Centro of Northern New Mexico First Choice Community Health, Edgewood Pecos Valley Medical Center, Pecos | | 1 | \$63.00 |
| Santa Fe Recovery Center | | 2 | \$10,100.00 |
| Life Link | | - | ,, |
| Hoy Recovery Program, Espanola | | | |
| Millennium Treatment Services | | | |
| City of Santa Fe Ambulance Services | | | |
| Santa Fe County Fire Department | | | |
| Espanola Hospital Ambulance | | | gt. |
| | Total | 312 | \$58,478.00 |

Santa Fe County Health Care Assistance Fund Community-Based Providers Fiscal Year 2016

29-Sep-15

| Z9-Sep-15 | | | | | |
|--|-------------------------------|--|---|-------------------|-------------|
| Provider Name | FY 16 Allocated Funding | Claims Approved Through August 25, 2015 | Claims Presented September, 29, 2015 | Remaining Balance | % Remaining |
| La Familia Medical Center | 390,000.00 | 126,756.00 | 45,903.00 | 217,341.00 | 56% |
| SW Care/Women's Health Services | 24.000.00 | 4,231.28 | 2,412.00 | 17,356.72 | 72% |
| El Centro of Northern of NM | 3,500.00 | 176.00 | 63.00 | 3,261.00 | 93% |
| First Choice Healthcare | 200.00 | | | 200.00 | 100% |
| Pecos Valley Medical Center | 2,000.00 | 621.00 | | 1,379.00 | %69 |
| Total Primary Care Providers | 420,000.00 | 131,784.28 | 48,378.00 | 239,837.72 | 21% |
| Substance Abuse Treatment Providers | | | | | |
| Santa Fe Recovery Center | 395,000.00 | 22,260.00 | 10,100.00 | 362,640.00 | 92% |
| Life Link | | | | | |
| Hoy Recovery Program | 10,000.00 | | | 10,000.00 | 100% |
| Total Substance Abuse Treatment Providers | 405,000.00 | 22,260.00 | 10,100.00 | 372,640.00 | 92% |
| Mental Health Providers | | | • | | |
| Life Link | 20,000.00 | | | 20,000.00 | 400% |
| Total Mental Health Providers | 20,000.00 | | | 20,000.00 | 100% |
| Ambulance Providers | | | | | |
| City of Santa Fe Ambulance Services | 2,000.00 | | | 7,000.00 | 100% |
| Santa Fe County Fire Department | 7,000.00 | | | 7,000.00 | 400% |
| Espanola Hospital Ambulance | 1,000.00 | | | 1,000.00 | 100% |
| Total Ambulance Providers | 15,000.00 | | | 15,000.00 | 100% |
| | | | | | |
| Contingency | 10,000.00 | | -27 | 10,000.00 | 100% |
| | | | | | |
| Total Health Care Assistance Provider Claims | 870,000.00 | 154,044.28 | 58,478.00 | 715,955.72 | 82% |
| Cremations (Under Separate Cover) | 30,000.00 | 2,400.00 | 2,400.00 | 25,200.00 | 84% |
| - | 00 000 000 | 66 444 644 | 00 020 | C+ +10 CO2 | 760/ |
| Grand Total | 300,000,00 | 156,444.28 | 60,878.00 | 082,017.12 | / Q / |
| | | | | | |





Henry P. Roybal Commissioner, District 1

Miguel M. Chavez Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Kathy Holian Commissioner, District 4

Liz Stefanics Commissioner, District 5

> Katherine Miller County Manager

MEMORANDUM

DATE:

September 15, 2015

TO:

Board of County Commissioners

VIA:

Katherine Miller, County Manager

FROM:

Adam Leigland, Public Works Director

ITEM AND ISSUE: BCC Meeting September 29, 2015

Request Approval of Acknowledgement of Special Warranty Deed and Assignment, Transfer, and Bill of Sale Conveying the Wastewater Collection System and Lift Station in the Thornburg Amended Master Plan Area to Santa Fe County (Public Works Department/Claudia Borchert)

SUMMARY:

Approval to acknowledge the Special Warranty Deed and Assignment, Transfer, and Bill of Sale conveying the wastewater collection and lift station in the Thornburg Amended Master Plan Area from Turquoise Trail Master Association (TTMA) to Santa Fe County is necessary in order to allow Santa Fe County Utilities (SFCU) to assume the wastewater infrastructure to provide sanitary sewer service to the Thornburg Service Area (see attached map).

BACKGROUND:

On December 8, 2012, the County and TTMA entered into the Agreement Between Santa Fe County and Turquoise Trail Master Association For Acceptance and Conveyance of A Wastewater System (Agreement), under which SFCU assumes TTMA's wastewater service responsibilities and allows SFCU to expand its wastewater collection system and customer base.

On June 30, 2015, the County and City signed a Memorandum of Agreement between the City of Santa Fe (City) and Santa Fe County (County) Regarding the Provision of Wastewater Collection and Treatment for the Thornburg Amended Master Plan Area, which permits the SFCU to discharge wastewater from the TTMA area to the City's collection and wastewater reclamation plant.

Within the Thornburg Service Area, SFCU currently provides water and wastewater services to approximately 257 residential and 18 non-residential customers. At full build out, SFCU anticipates serving 603 residential and 45 non-residential customers.

DISCUSSION:

Only two steps remain before SFCU will assume responsibility for the TTMA collection system and lift station: 1) the Board's acknowledgement of the attached conveyance documents and 2) system training. Should the Board approve the acknowledgment sought herein, SFCU anticipates a system take over date by October 1, 2015.

ACTION REQUESTED:

Approval to acknowledge the Special Warranty Deed and Assignment, Transfer, and Bill of Sale

Attachments:

- 1. Map of TTMA service area
- 2. Special Warranty Deed
- 3. Assignment, Transfer, and Bill of Sale
- 4. December 8, 2012, Agreement between Santa Fe County and Turquoise Trail Master Association for Acceptance and Conveyance of a Wastewater System.

ASSIGNMENT, TRANSFER, AND BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TURQUOISE TRAIL MASTER ASSOCIATION, INC., a New Mexico non-profit corporation whose address is 320 Paseo de Peralta, Santa Fe, NM 87501, hereby assigns, conveys and transfers to the COUNTY OF SANTA FE, a political subdivision of the State of New Mexico, whose address is 102 Grant Street, Santa Fe, NM 87501-2061, all of Assignor's right, title and interest in and to the Sewer Lift Station ("the Station") located on the following described real property:

ALL THAT PORTION OF TRACT B1-B RECORDED IN PLAT BOOK 307 PAGE 045 WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE LIFT STATION SITE WHICH LIES N00°40'49"E 63.16' FROM AN ALUMINUM N.M.S.H.D. CAP

THENCE N00°40'49"E, 61.03 FEET; THENCE S84°11'56"E, 34.97 FEET; THENCE S04°45'21"W, 60.81 FEET; THENCE N84°09'33"W, 30.63 FEET;

MORE OR LESS TO THE POINT OF COMMENCEMENT, CONTAINING 1,994 SQUARE FEET, MORE OR LESS, AS SHOWN MORE COMPLETELY ON EXHIBIT "A" ATTACHED HERETO;

together with all sanitary sewer infrastructure as shown on that certain "Asbuilt Survey of Sanitary Sewer Line for Thomburg Enterprises within Sections 24, 25, and 26, T 16 N, R08E, NMPM Santa Fe County New Mexico", dated December 13, 2005, by Dawson Surveys, filed of record in the Office of the Santa Fe County Clerk as Instrument No. 1419556, Book 614, Pages 45-49 on February 9, 2006.

This assignment, conveyance and transfer is without any warranties (express or implied) of merchantability, title or fitness for any purpose. The Station and all sanitary sewer infrastructure are conveyed "as is, where is" with all defects, known or unknown.

Same Tracking No. as Special Warranty Deeds of even date herewith.

| TURQUOISE TRAIL MASTER AS | SOCIATION, INC. |
|--|--|
| By Bruce Foliab Bruce Golden, Prosident | DATED: 9/21/15 |
| | ACKNOWLEDGEMENT |
| STATE OF NEW MEXICO | |
| COUNTY OF SANTA FE | |
| The foregoing Special Warranty Deed von September 2015, by Bruce G. Mexico non-profit corporation, for and | was acknowledged before me on this <u>//</u> day of Golden, President, Turquoise Trail Master Association, Inc. a New on behalf of said corporation. |
| My commission expires: 7-15-20 | OFFICIAL SEAL Chassidy Chave Notary Public Notary Public My Commission Expires: 7-15-2015 |
| ACCI | EPTANCE BY SANTA FE COUNTY |
| | named in the foregoing Assignment, Transfer and Conveyance oproves and accepts the same, without any warranties, or r. |
| BOARD OF COUNTY COMMISSION | NERS OF SANTA FE COUNTY |
| By: Robert A. Anaya, Chair ATTEST: | Date: |
| By: Geraldine Salazar Santa Fe County Clerk | Date: |
| APPROVED AS TO FORM: | |
| By: Greg S. Shaffer County Attorney | Date: |

| APPROVED: | |
|-----------|-------|
| | |
| By: | Date: |

| ** | |
|----|--|
| | |
| | |

SPECIAL WARRANTY DEED (Public Utility Easement)

For consideration paid, and pursuant to that certain Agreement Between Santa Fe County And The Turquoise Trail Master Association For Acceptance and Conveyance of a Wastewater System, dated December 8, 2012, the TURQUOISE TRAIL MASTER ASSOCIATION, INC. ("Grantor"), a New Mexico non-profit corporation, hereby grants to the COUNTY OF SANTA FE ("Grantee"), a political subdivision of the State of New Mexico, all of Grantor's right, title and interest in and to the following described real property located in Santa Fe County, New Mexico:

That certain Public Utility Easement described on Exhibit "A" attached hereto and incorporated herein by reference and recorded as Instrument No. 1369530 in the records of the Santa Fe County Clerk;

for the purpose of owning, operating, maintaining, repairing, and replacing, as Grantee deems necessary or appropriate, the Lift Station and associated sewer line infrastructure, as shown on that certain "As built survey of Sanitary Sewer Line for Thornburg Enterprises within Sections 24. 25, and 26, T 16 N, R08E, NMPM Santa Fe County New Mexico," dated December 13, 2005, by Dawson Surveys, filed of record in the Office of the Santa Fe County Clerk as Instrument No. 1419556, Book 614 Pages 45-49, on February 9, 2006; provided, however, that this grant shall not become effective until accepted by Santa Fe County, as evidenced by the due execution of the Acceptance of Grant set out below by its Board of County Commissioners.

With Special Warranty Covenants.

Dated this 21 day of September, 2015.

TURQUOISE TRAIL MASTER ASSOCIATION, INC.

Bruce Golden, President

¹Same Tracking No. as Assignment, Transfer and Bill of Sale and Special Warranty Deed (Lift Station) of even date herewith.

STATE OF NEW MEXICO

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before the on this 2/ day of September, 2015 by Bruce Golden, President, Turquoise Trail Master Association, Inc., a New Mexico non-profit corporation, for and on behalf of said corporation.

Notary Public

OFFICIAL SEAL

Chassidy Chavez

NOTARY PUBLIC

STATE OF NEW MEXICO

Mu Commission Expires:

Mu Commission Expires:

My commission expires:

July 15, 2019

ACCEPTANCE OF GRANT

Santa Fe County hereby accepts the grant made under the foregoing Special Warranty Deed.

BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

| БУ | Date | |
|--|-------|--|
| Robert A. Anaya, Chair | | |
| ATTEST: | | |
| By | Date: | |
| Geraldine Salazar Santa Fe County Clerk | | |
| APPROVED AS TO FORM: | | |
| By Greg S. Shaffer | Date: | |

| APPROVED: | | |
|-----------------------------------|-------|--|
| Ву: | Date: | |
| Carole Jaramillo Finance Director | | |

TRACT B1-B PUBLIC UTILITY EASEMENT

A Strip of land lying within Tract B1-B, as shown on Plat recorded in book 307, page 045, Sec. 25 & 26 T.16N., R.8E., N.M.P.M., office of the Santa Fe County Clerk, Santa Fe County, New Mexico, Being more particularly described as follows:

Beginning at a point being the Southeast corner of Tract 81-8; Thence N89'38'19'W, 30.61 feet; Thence N89'38'19'W, 30.51 feet;
Thence 248.63 feet along a curve to the right with a rodiue of 5835.00 feet;
Thence N01'54'39'W, 121.76 feet;
Thence 107.36 feet along a curve to the right with a radius of 5870.00 feet;
Thence N05'58'07'E, 117.84 feet;
Thence S86'14'24'W, 464.83 feet;
Thence S86'14'24'W, 4883 feet;

Thence 574'34'11'W. 98.87 feet; Thence \$86'14'24"W. 44.83 feet:

Thence 586*14*24*W. 44.83 leet;
Thence N00*57*20*E. 349.98 feet along the Easterly right-of-way of Highway I-25;
Thence 589*04*27*E. 45.00 feet;
Thence leaving Highway I-25 right-of-way 500*57*20*W. 228.97 feet;
Thence N86*14*24*E. 569.14 feet;
Thence 571*54*31*E. 87.37 feet to the Westerly clother fewers of State Board 14*

right-of-way of State Road 14:

Thence 608.75 leet along a curve to the left with a radius of 5805.00 leet to the point of bebinning.

This Public Utility Easement shall supersede, vacate and replace only that portion of the utility easement on fract BI-B recorded on the 14th day of January 2004 as instrument 1309622 that lies within soid BI-B Public Utility Easement, all as shown on EXHIBIT "A" attached hereto.



COUNTY OF SENTA FE STATE OF MEN MEXICO

(Hurchy Certify That This Instrument Was Filed for Record On The 47H Day Of March, A.D., 2885 at 11:15 and the Buly Recorded as Instrument # 1369530 If The Records Of Santa Fo County

Witness My Hand Rnd Seal Of Office Valorio Espinozu County Clark, Santa Fa. NO



PUBLIC UTILITY EASEMENT EXHIBIT NOTE. PUE DENOTES PUBLIC UTILITY EASEMENT Clerk 03/04/2005 S89'04'27'E 349.93* N.M.S.H.D. 1-25 ACCESS AKHT OF WAY MAD DE-0107 (802) TRACT 81-8 PUE SECTION OF MANY CASE DISTRIBUTE CONTROL DI LIMIT COSCUMENTO DI LIMIT COCCUMENTO DI LIMIT COCCUMENTO 7.50,75,00 TRACT B1-B B4.307, Pg.045. FEET TRACT B1-B EXHIBIT A I.AND DIVISION OF TRACT B-1 COUNTY OF SANTA FE, NEW MEXICO DAWSON SURVEYS INC. PROFESSIONAL LAND SURVEYORS
2502 B CAMINO ENTRADA
SANTA FE, N.M. 87507
FILEF7:!!\TR-B!-B DATE:02\!+\05 RECORDED IN PLAT BOOK 307, PAGE 045.

SPECIAL WARRANTY DEED

For consideration paid, the TURQUOISE TRAIL MASTER ASSOCIATION, INC. ("Grantor"), a New Mexico non-profit corporation, hereby grants to the COUNTY OF SANTA FE ("Grantee"), a political subdivision of the State of New Mexico, an exclusive easement in, on, over, under and upon the following described real estate located in Santa Fe County, New Mexico:

ALL THAT PORTION OF TRACT B1-B RECORDED IN PLAT BOOK 307 PAGE 045 WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE LIFT STATION SITE WHICH LIES N00°40'49"E 63.16' FROM AN ALUMINUM N.M.S.H.D. CAP

THENCE N00°40'49"E, 61.03 FEET; THENCE S84°11'56"E, 34.97 FEET; THENCE S04°45'21"W, 60.81 FEET; THENCE N84°09'33"W, 30.63 FEET;

MORE OR LESS TO THE POINT OF COMMENCEMENT, CONTAINING 1,994 SQUARE FEET, MORE OR LESS, AS SHOWN MORE COMPLETELY ON EXHIBIT "A" ATTACHED HERETO;

for the purpose of owning, operating, maintaining, repairing, and replacing, as Grantee deems necessary or appropriate and in perpetuity, the Lift Station and associated sewer line infrastructure, as shown on that certain "As built survey of Sanitary Sewer Line for Thornburg Enterprises within Sections 24, 25, and 26, T 16 N, R08E, NMPM Santa Fe County New Mexico," dated December 13, 2005, by Dawson Surveys, filed of record in the Office of the Santa Fe County Clerk as Instrument No. 1419556, Book 614 Pages 45-49, on February 9, 2006; provided, however, that this grant shall not become effective until accepted by Santa Fe County, as evidenced by the due execution of the Acceptance of Grant set out below by its Board of County Commissioners.

With Special Warranty Covenants.

TURQUOISE TRAIL MASTER ASSOCIATION, INC.

Bruce Golden, President

- Date: <u>9/21/15</u>

¹ Same Tracking No. as Assignment, Transfer and Bill of Sale of even date herewith.

ACKNOWLEDGEMENT

STATE OF NEW MEXICO

COUNTY OF SANTA FE

The foregoing Special Warranty Deed was acknowledged before me on this 21 day of Septential 2015, by Bruce Golden, President, Turquoise Trail Master Association, Inc. a New Mexico non-profit corporation, for and on behalf of said corporation.

Notary Public

My commission expires:

July 15, 2019

OFFICIAL SEAL

Chassidy Chavez

NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expites: 7-15-19

ACCEPTANCE OF GRANT

Santa Fe County hereby accepts the grant made under the forgoing Special Warranty Deed.

BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

| By: | Date: |
|---|-------|
| By: Robert A. Anaya, Chair | 194 |
| ATTEST: | |
| By: | Date: |
| Geraldine Salazar Santa l'e County Clerk | |
| APPROVED AS TO FORM: | |
| Ву: | Date: |
| Greg S. Shaffer | |
| County Attorney | |

EXHIBIT SHOWING EXISTING LIFT STATION SITE WITHIN TRACT B1-B, RECORDED IN BOOK 307 PAGE 045, SITUATED IN SECTION 26, T16N, R8E, NMPM SANTA FE COUNTY NEW MEXICO. S89°20'58"E , 349.93 1-25 ACCESS 225. 34.97' LIFT STATION S84'11'56"E 1,994 Sq.Ft.± 61. NO0.40'49"E 1"=40" 9 30.63 TRACT B1-B LEGEND N84'09'33"W PLAT BK 307 PG 045 BEARINGS ARE NEW MEXICO STATE PLANE CENTRAL ZONE, DISTANCES ARE REFERRED TO 6800' AMSL. NO0'40'49 TO CONVERT TO NEW MEXICO STATE PLANE ó CENTRAL ZONE MULTIPLY BY 0.999583883. 63. DENOTES NMSHD ALUMINUM CAP FOUND DENOTES CALCULATED POINT NOT SET 50' OVERHEAD UTILITY EASEMENT AS SHOWN ON PLAT 170/008 'THIS PLAT SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD. THE HEAT OF THE MEAT OF THE ME 13986 SENTENSIONAL PROFESSIONAL SURVEYORS CERTIFICATE I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY COMPLETED UNDER MY PERSONAL SUPERVISION ON THE 6th DAY OF DECEMBER 2005. TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAT ARE CORRECT, TRUE AND AND MEET THE MINIMUM EXHIBIT A STANDARDS FOR LAND SURVEYS IN NEW MEXICO.

DIEGO J. SISNEROS, N.M.P.L.S. 13986

DAWSON SURVEYS INC. PROFESSIONAL LAND SURVEYORS
2502 B CALENO DITTUDA
SANTA FE, N.M., 87507
FILES 7135-LIFTSTA DATE: 1/19/00

QUIT CLAIM DEED

For consideration paid, the TURQUOISE TRAIL DEVELOPMENT, CO., LLC, a New Mexico Limited Liability Company, ("Grantor") hereby grants to the COUNTY OF SANTA FE. a political subdivision of the State of New Mexico, ("Grantee"), all of Grantor's right, title and interest in and to the following described real estate located in Santa Fe County, New Mexico:

DESCRIPTION OF SEWER LIFT STATION

All that portion of Tract B1-B recorded in Plat Book 307, Page 045 which portion may be more particularly described as follows:

Beginning at the Southwest Corner of the Lift Station Site which lies N00°40'49"E 63.16' from and aluminum NMSHD Cap;

Thence N 00°40'49"E 61.03 Feet; Thence S 84°11'56"E 34.97 Feet; Thence S 04°45'21"W 60.81 Feet Thence N 84°09'33"W 30.63 Feet

More or less to the point of commencement, containing 1,994 Square Feet. more or less, as shown more completely on Exhibit "A" attached hereto:

for the purpose of owning, operating, maintaining, repairing, and replacing, as Grantee deems necessary or appropriate and in perpetuity, the Lift Station and associated sewer line infrastructure, as shown on that certain "As build survey of Sanitary Sewer Line for Thornburg Enterprises within Sections 24, 25 and 26. T 16 N.. R08E, NMPM. Santa Fe County New Mexico," dated December 13, 2005 by Dawson Surveys, filed of record in the Office of the Santa Fe County Clerk, as Instrument No. 1419556, Book 614 Pages 45-50 on February 9, 2006; provided, however that this grant shall not become effective until accepted by Santa Fe County. as evidenced by the due execution of the Acceptance of Grant set out below by its Board of County Commissioners.

Dated this 21 day of September, 2015.

TURQUOISE TRAIL DEVELOPMENT CO., LLC

David Thornburg Member-Manager

^{&#}x27;Same Tracking No. As Assignment, Transfer and Bill of Sale of even date herewith

STATE OF NEW MEXICO

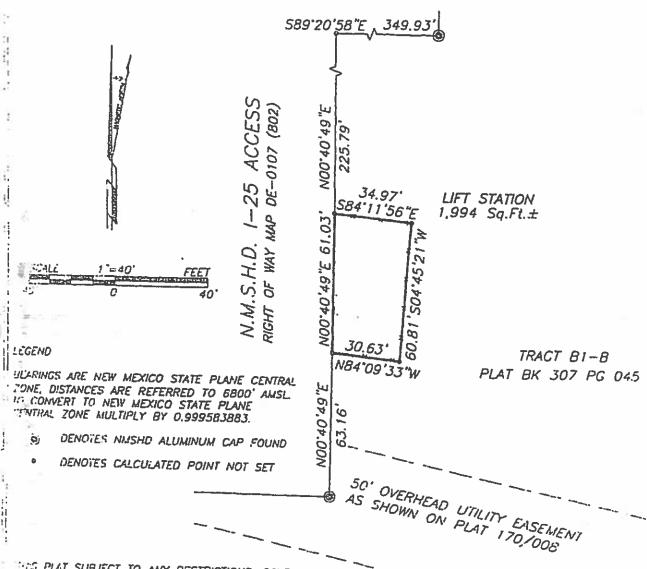
COUNTY OF SANTA FE

Finance Director

The foregoing instrument was acknowledged before the on this 21 day of September. 2015 by David Thornburg, Member-Manager, Turquoise Trail Development Co., LLC, a New Mexico limited liability company, for and on behalf of said company. My commission expires: ACCEPTANCE OF GRANT Santa Fe County hereby accepts the grant made under the foregoing Special Warranty Dced. BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY Robert A. Anaya, Chair ATTEST: Geraldine Salazar Santa Fe County Clerk APPROVED AS TO FORM: Greg S. Shaffer Santa Fe County Attorney APPROVED: Carole Jaramillo

EXHIBIT

SHOWING EXISTING LIFT STATION SITE WITHIN TRACT B1-B, RECORDED IN BOOK 307 PAGE 045, SITUATED IN SECTION 26, T16N, R8E, NMPM SANTA FE COUNTY NEW MEXICO.



THIS PLAT SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.

SURVEYORS CERTIFICATE

I HERFBY CERTIFY THAT THIS PLAT IS A TRUE SEPRESENTATION OF A SURVEY COMPLETED UNDER MY PERSONAL SUPERVISION ON THE 61h DAY OF DECEMBER 2005. TO THE BEST OF MY KNOWLEDGE THE SURVEY AND PLAT ARE CORRECT, TRUE AND AND MEET THE MINIMUM STANDARDS FOR LAND SURVEYS IN NEW MEXICO.

13986 SUNTER SUN REGISTAND 13981

EXHIBIT A

DAWSON SURVEYS INC PROFESSIONAL LAND SENTION.
7307 B CALPHO EMPLO.
5447A FL. KILL, 87507
FALF 7131-LITTSTA DATE: 17"5

MEGO J. SISNEROS, N.M.P.L.S. 13986

OUIT CLAIM DEED (Public Utility Easement)

For consideration paid, the TURQUOISE TRAIL DEVELOPMENT, CO., LLC. a New Mexico Limited Liability Company, ("Grantor") hereby grants to the COUNTY OF SANTA FI:. a political subdivision of the State of New Mexico, ("Grantee"), all of Grantor's right, title and interest in and to the following described real estate located in Santa Fe County, New Mexico:

That certain Public Utility Easement described on Exhibit "A" attached hereto and incorporated herein by reference and recorded as Instrument No. 1369530 in the records of the Santa Fe County Clerk.

This grant shall not become effective until accepted by Santa Fe County, as evidenced by the due execution of the Acceptance of Grant set out below by its Board of County Commissioners.

Dated this 21 day of September, 2015.

TURQUOISE TRAIL DEVELOPMENT CO., LLC David Thornburg Member-Managel

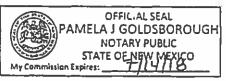
STATE OF NEW MEXICO

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before the on this 21 day of September. 2015 by David Thornburg, Member-Manager, Turquoise Trail Development Co., LLC, a New Mexico limited liability company, for and on behalf of said company.

Notary Public

My commission expires:



Same Tracking No. As Assignment, Transfer and Bill of Sale of even date herewith

ACCEPTANCE OF GRANT

Santa Fe County hereby accepts the grant made under the foregoing Special Warranty
Deed.

BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

By_______ Date:______
Robert A. Anaya, Chair

ATTEST:

By______ Date:______
Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:

By_____ Date:______
Greg S. Shaffer
Santa Fe County Attorney

APPROVED:

By:_____ Date:_______
Carole Jaramillo

Finance Director

TRACT BI-B PUBLIC UTILITY EASEMENT

A Strip of land lying within fract 81-0, as shown on Plot recorded in back 307, page 045, Sec. 25 & 26 f 16N., R.8E., N.M.P.M., office of the Sonto Fe County Clerk, Sonto Fe County, New Mexico, Buing more particularly described as follows.

Beginning at a paint being the Southeast corner of Tract B1-B;
Thence N89'38'19'W, 30.61 feet,
Thence 248.63 feat along a curve to the right with a radiue of 5835.00 feet.
Thence N01'54'39'W, 121.76 feet;
Thence 107.36 feet along a curve to the right with a radius of 5870.00 feet;
Thence N05'58'07'E, 117.84 feet,
Thence 586'14'24'W, 464.83 feet;
Thence 574'34'11'W, 98.87 feet;
Thence 586'14'24'W, 44.83 feet;
Thence N00'57'20'E, 349.98 feet along the Easterly right-of-way of Highway 1-25;
Thence 589'04'27'E, 45.00 feet;
Thence 589'04'27'E, 45.00 feet;
Thence N86'14'24'E, 569'14 feet;
Thence N85'15'4'31'E, 87'37 feet to the Westerly right-of-way of State Rood 14;
Thence 608.75 feet along a curve to the left with a radius of 5805.00 feet to the point of bebinning.

This Public Utility Easement shall supersede, vocate and replace only that partial of the utility easement on Tract B1+B recorded on the 14th day of January 2004 as instrument 1309622 that lies within said B1+B Public Utility Easement, all as shown on EXHIBIT "A" attached hereto



COUNTY OF SOUTH FE | EASEMENT | PAGES 2

I Hyroby Certify that Into Instrument Was Filed for Josef On the 47th Day Of Baron, A D _ 2000 at 1t 15 Ind Was Only Recorded as Instrument 0 1369530 If the Records Of Santa Fe County

Uliness By Hand and Soul Of Office Valerie Examples Topolly Clerk, Sunta Fe An



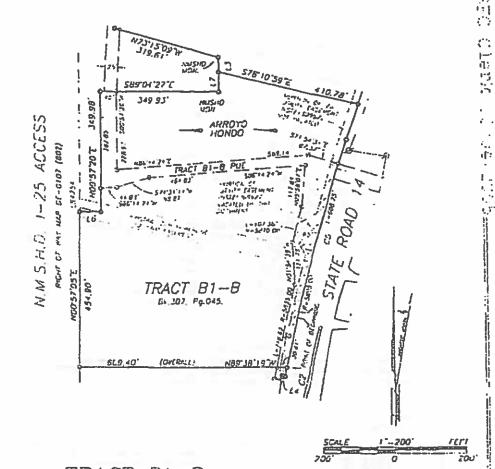
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PURI.IC UTILITY EASEMENT EXHIBIT

NOTE

FUE DENOIS PUBLIC UNITY EASENEN



TRACT B1-B
LAND DIVISION OF TRACT B-1
COUNTY OF SANTA FE, NEW MEXICO
RECORDED IN PLAT BOOK 307, PAGE 045

EXHIBIT A

DAWSON SURVEYS INC

PROFESSIONAL LAND SURVEYORS
2502 B CAMPO ENTRAUA
SANTA FE, N.M. 87507

FREEZITIVIN-US ALDATE 07 (14/2)

AGREEMENT BETWEEN SANTA FE COUNTY AND THE TURQUOISE TRAIL MASTER ASSOCIATION FOR ACCEPTANCE AND CONVEYANCE OF A WASTEWATER SYSTEM

THIS AGREEMENT for the conveyance and acquisition of a wastewater system dated this Aday of Lenwer, 2012, is made and entered into by and between Santa Fe County, a political subdivision of the State of New Mexico (hereinafter "County") and the Turquoise Trail Master Association (hereinafter "TTMA"), a New Mexico non-profit corporation.

RECITALS

- A. WHEREAS, TTMA currently owns, operates, and maintains wastewater infrastructure, including a wastewater lift station, located within Santa Fe County that serves residents of Santa Fe County (hereinafter the "System"). The System is described on Exhibit A, attached hereto and incorporated herein;
- B. WHEREAS, TTMA desires to irrevocably and permanently convey the System to the County and the County wishes to acquire the System and continue to operate, maintain and improve the System;
- C. WHEREAS, the County has determined that the acceptance of ownership and maintenance of the System is in the public interest, and the acquisition and ownership would allow the County to expand its wastewater collection services to a larger area of County residents as more accurately indicated in Exhibit B, attached hereto and incorporated herein;
- D. WHEREAS, the System is outside the City of Santa Fe Presumptive City Limits, as that term is defined in a Settlement Agreement and Mutual Release of Claims between the County and the City of Santa Fe dated May 19, 2008;
- E. WHEREAS, pursuant to Final Orders issued in PUC Cases Nos. 2428 and 2588, the City of Santa Fe (hereinafter the "City") is required to provide water and sanitary sewer services to TTMA's customer the Thornburg Amended Master Plan Area, under certain terms and conditions set forth in those orders and stipulations and an Annexation Agreement dated November 4, 2003;
- F. WHEREAS, the Thornburg Amended Master Plan Area currently receives water from the City and TTMA's System disposes of wastewater from the Thornburg property to the City's Sewer Treatment Plant, as set forth in the agreement between the City and TTMA dated September 9, 2004 and is pursuant to the September 15, 2003 agreement with the City and requires the City's consent to terminate;

G. WHEREAS, upon TTMA's conveyance to the County and the County's acceptance of the System, the City will continue to provide water to the Thornburg Master Plan Area until the County is able to provide water, and the County will receive wastewater from the Thornburg Amended Master Plan Area for disposal at the County's wastewater treatment facility.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth in this Agreement, the County and TTMA agree as follows:

AGREEMENT

Section I The System

- A. TTMA owns, operates and maintains the System. The System is comprised of approximately 4,528 feet of 8" and 10" diameter gravity flow mains and 4" service connections; a wastewater lift station equipped with pumps capable of conveying 417 GPM at 178 foot TDH; approximately 9,224 feet of 8" diameter PVC (C-900) wastewater force main; and all appurtenant easements all of which are described on Exhibit A attached hereto.
- B. The current and proposed extended service area of the System is described on Exhibit B attached hereto.

Section II Acceptance and Conveyance of the System

A. Conditions precedent to the County's acceptance of the System.

The County shall accept ownership and title to the System and assume the duties set forth in this Agreement upon completion of all the following conditions:

- (i) County shall obtain the consent of the City to terminate the Agreement between the City and TTMA as described in "Exhibit B" to the Third Amended and Restated Declaration of Covenants and Restrictions for the Thornburg Amended Master Plan Area (Lift Station Only) (hereinafter the "Declaration") recorded June 5, 2009 wherein the parties provided for the maintenance and operation of the System, established a Reserve Fund for maintenance of the System, and provided for the City's provision of emergency repairs to the System.
- (ii) The termination of the Agreement referred to in paragraph (i) above shall provide for the release of the Reserve Fund to TTMA.
- (iii) Under the terms of the Declaration TTMA shall duly record its termination.

- (iv) Completion of a written agreement on terms acceptable to the County between the County and City confirming the City's continuing commitment to provide water and wastewater services to the Thornburg Master Plan Area until such time that the County completes the necessary construction of infrastructure to begin transferring wastewater to the County's wastewater treatment facility.
- (v) Within 120 days of the execution of this Agreement, the County shall complete a field inspection of all components of the System including the lift station to account for any deficiencies that may exist and completion of any items on a punch list. Once the County has completed the punch list, and it is acknowledged by both parties, it is at the County's discretion to decide whether or not to accept the System as is, which decision to accept shall not be unreasonably withheld, and which must be conveyed in writing to TTMA within 60 days following completion of the punch list. The County shall provide the punch list to TTMA. TTMA has the option, but not the obligation to cure such deficiencies to the satisfaction of the County. Within 60 days of the County's decision to accept the System under this Paragraph, the parties shall formally close this transaction by the giving of a Special Warranty Deed and a general bill of sale for any personal property.
- B. TTMA's Conveyance of the System.

THE REAL PROPERTY.

In consideration of the County's agreement to accept, own, operate, and maintain the System to provide wastewater services to all current and future customers in the County's service area, TTMA agrees to irrevocably and permanently convey the following to the County, provided that such items are in TTMA's possession or can be reasonably obtained:

- The System including all components and related infrastructure and all current customers who are connected to the System and to whom wastewater services are provided by the System;
- (ii) All existing easements for the System and associated pipes and infrastructure which constitute the System, including easements for installation, replacement, repair and maintenance of gravity feed flow lines and other elements of the System;
- (iii) All records and documentation related to the operation, maintenance and repair of the System;
- (iv) All plats, easement descriptions, and other pertinent records related to real property affected by this Agreement;
- (v) Any and all record drawings ("as built"), certified by a New Mexico licensed engineer and any existing test results related to the installation of all

Agreement No. 2011-0102-UT/VO

components of the System, including any televised inspections of the lines and associated logs, pressure test results, and soil compaction test results; and

- (vi) All billing records for current customers connected to the System including names and addresses with indication of the status of the accounts.
- C. TTMA agrees to provide the County with any and all written agreements between TTMA and the City as well as any and all written agreements between TTMA and owners of real property abutting the service area of TTMA's customers currently being served by the System.
- D. Prior to the conveyance of the System to the County, TTMA agrees to provide the County personnel with a minimum three-hour training session and site visit which shall be guided by knowledgeable and experienced individuals who are operating and maintaining the System for TTMA.

Section III Guarantee of Availability and Capacity

The County agrees to guarantee the availability of the wastewater capacities specified in the September 9, 2004 and September 15, 2003 agreements with the City to all landowners in the Amended Thornburg Master Development Plan area which is defined as "Tract 1-A, Tract 2-A, Tract 3, Tract B1-A, Tract B1-B, B-2, Tract B-3, Tract B-4, Tract C, Tract 3-A, and Tract 4-A" recorded as Instrument #1362150 on January 10, 2005, at Book 577 Page 36-42, and any boundary adjustment lot created therefrom, regardless of when full use and/or build-out occurs.

Section IV Bisbee Court

Service to Bisbee Court.

The development area known as Bisbee Court is currently shown to be within the potential service area indicated in Exhibit B. Residents of Bisbee Court are currently served by a private wastewater collection and treatment system that is not connected to the TTMA System. In the future, water customers in Bisbee Court will be eligible to connect to the System once the System is owned and operated by the County, however the cost associated with such connection shall be borne solely by the Bisbee Court's Homeowners' Association, and the County shall not assume any financial obligation associated with installing the connection to Bisbee Court. Once a design to connect Bisbee Court's wastewater infrastructure to the System is completed to the satisfaction of the County, the existing and new gravity sanitary

sewers shall also be conveyed to the County upon the County's acceptance of ownership, operation and maintenance.

Section V Representations and Warranties

- A. TTMA hereby represents and warrants to the County that the following statements are true and correct as of the date of this Agreement, and the truth and accuracy of such statements shall be a material condition for County's acceptance and performance of the County's obligations under this Agreement:
 - (i) TTMA is legally authorized to enter into, and to take or cause to be taken the actions and activities contemplated pursuant to this Agreement, including, without limitation: (a) causing the System to be constructed and operated on the property described on Exhibit A, (b) conveying to the County clear title in fee to the System, (c) granting easements, as described herein, and (d) providing the surety to the County as described herein.
 - (ii) TTMA is the owner in fee of the System, and there are no liens or mortgages against the System including its associated infrastructure and components and TTMA is conveying fee title without encumbrance or liens to the County.
 - (iii) The signatory to this Agreement is an officer of TTMA and is duly authorized to execute this Agreement and bind TTMA to its terms.
 - (iv) This Agreement has been authorized by all necessary action on the part of TTMA.
 - (v) There are no outstanding debts, obligations, liabilities or liens on or related to the System or related to any aspect of the System.
 - (vi) TTMA is not in breach or violation of any of TTMA's corporate charter, articles of incorporation, bylaws, other governing documents or other agreements to which it is a party.
 - (vii) TTMA's execution, delivery and performance of duties and obligations under this Agreement will not result in a breach or violation of TTMA's corporate charter, articles of incorporation, bylaws, other governing documents, or other agreements to which it is a party or otherwise bound, nor does TTMA's execution of this Agreement constitute a violation of any law, rule or any court order or decree applicable to TTMA, or result in the acceleration of any lien or encumbrance upon the System or the System's components or equipment.

- (viii) This Agreement is the legal, valid and binding obligation of TTMA, enforceable against TTMA in accordance with its terms and conditions.
- (ix) There is no action, claim, litigation, proceeding or governmental investigation pending against TTMA or the System, or to TTMA's best knowledge, threatened against TTMA or the System, which might directly or indirectly have a material adverse effect upon any of the matters contemplated by this Agreement. As part of a mortgage foreclosure case against Longford, now known as Galway Construction, the Association has filed counterclaims and cross claims to enforce its lien for Association dues against Longford. However, there are no claims against the System in this case.
- (x) TTMA has received no written or oral notice of any proposed or contemplated condemnation of the System or any part thereof, and TTMA has received no written or oral notice of the intent or desire of any governmental or public or private authority or public utility to appropriate or use the System or any part thereof.
- To TTMA's actual knowledge: (a) the sites on which the System and its (xi) infrastructure are located have not at any time been used for the purpose of storing (except for the proper storage of diesel fuel for generator operation), manufacturing, releasing or dumping Hazardous Materials and there are no Hazardous Materials located at, on or under the real property on which the System and its infrastructure are located, except for normal quantities of Hazardous Materials utilized in connection with the normal maintenance and operation of the System in compliance with all Environmental Laws and socalled household hazardous materials utilized by residences; and (b) no underground storage tanks, pipelines or clarifiers are located on the System or its infrastructure, other than the lift station's wet well. As used herein, "Hazardous Materials" is defined as any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under Environmental Law, including without limitation, asbestos, gasoline and any other petroleum products, polychlorinated biphenyls and urea formaldehyde insulation. As used herein "Environmental Laws" shall mean any and all federal, state, local or municipal laws, rules, orders, decrees or requirements of any governmental authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or the release or threatened release of Hazardous Materials into the environment.
- B. The County hereby represents and warrants to TTMA that the following statements are true and correct as of the date of this Agreement, and the truth and accuracy of such statements shall be a material condition for the performance of TTMA's

obligations under this Agreement:

- (i) The County is a political subdivision of the State of New Mexico, and its Board of County Commissioners has authorized the County to enter into and perform its obligations under this Agreement.
- (ii) The execution and delivery of this Agreement and performance of the actions contemplated by this Agreement will not conflict with any agreement to which the County is bound, or result in any breach or violation of any law, rule, regulation or any court order or decree applicable to the County.

Section VI Indemnification of County by TTMA

- A. TTMA shall indemnify and hold the County harmless from any obligation, cost, expense, liability or claim by any third party against the County arising from or in any way connected with TTMA acts or omissions in statements made above in connection with the System. The indemnity period commences with formal closing of this transaction and ends two (2) years later.
- B. In connection with Hazardous Materials, as defined herein, TTMA shall indemnify and hold harmless the County, its employees, agents and representatives from and against any and all loss, damage, claim or damage, liability or expense, including costs and all attorneys' fees actually incurred, arising out of or in connection with any injury or damage or claim of injury, including death, or damage of any kind whatsoever, to persons or property (unless and only to the extent caused by the County, its employees or agents), fines, penalties, sanctions or costs occasioned in or about the System, existing on the System site or arising out of the use of the System site on or before date of this Agreement, whether known or unknown to TTMA or the County, to the extent that such losses arise from the existence of Hazardous Materials on the System site.

Section VII Miscellaneous

- A. <u>Notices</u>. All notices, certificates or other communications made pursuant to this Agreement shall be made as follows:
 - (i) To the County:

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THE WILLS

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3 "

Santa Fe County Attention: County Manager 102 Grant Avenue Santa Fe, New Mexico 87501

Agreement No. 2011-0102-UT/VO

(ii) To TTMA:

President Turquoise Trail Master Association, Inc. Post Office Box 4156 Santa Fe, New Mexico 87502

- B. Assignment. This Agreement shall not be assigned without the express written consent of the non-assigning party.
- C. Integrated Agreement. This Agreement constitutes the entire agreement of the County and TTMA with respect to the subject matter of this Agreement and supersedes all prior oral and written communications with respect to such subject matter.
- D. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, and venue shall be in Santa Fe County, New Mexico.
- E. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written above.

| SANTA FE COUNTY Liz Stefanics, Chair Santa Fe County Board of County Commissione | Date: 12/31/12 |
|---|----------------------|
| Arest: Seraldine falaga Valerie Espinoza, County Clerk Geraldine Salazar, County Clerk | Date; 1/4/13 |
| Approved as to form: Stephen C. Ross Santa Fe County Attorney | Date: <u>1//7/12</u> |

Agreement No. 2011-0102-UT/VO

Date: 11/15/00/2-

Teresa C. Martinez, Finance Director

TURQUOISE TRAIL MASTER ASSOCIATION

A New Mexico nonprofit corporation

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Bruce Golden, President

Date:

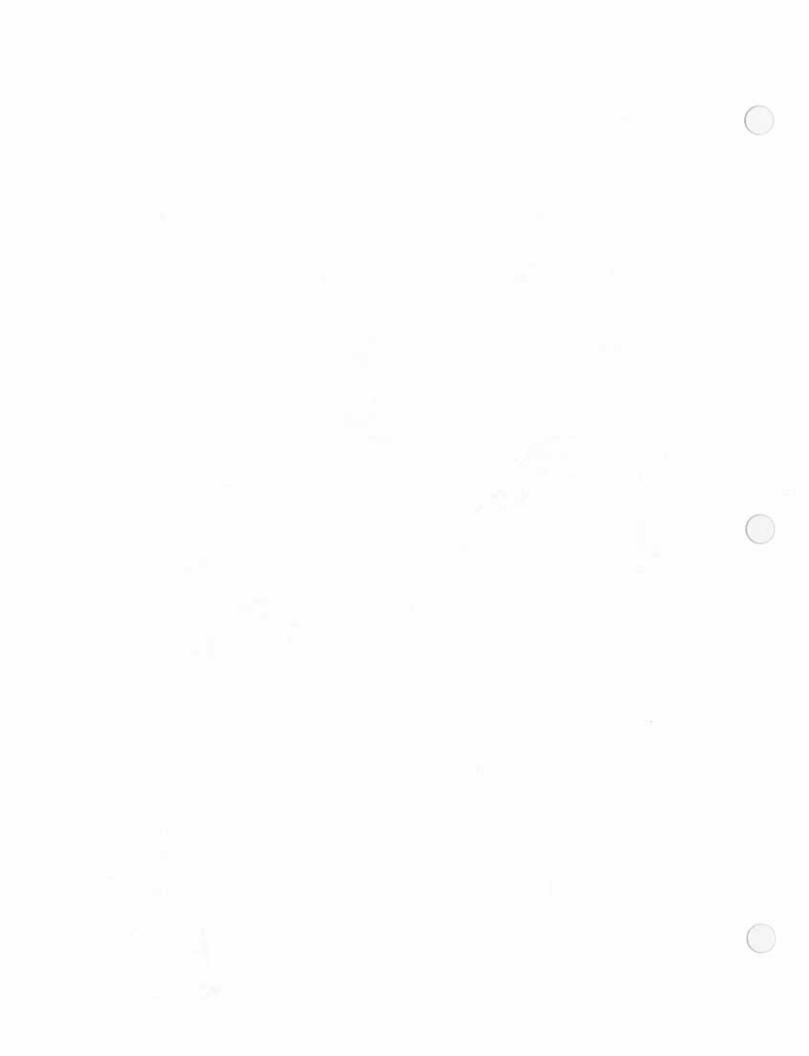
Exhibit "A" - System Description*

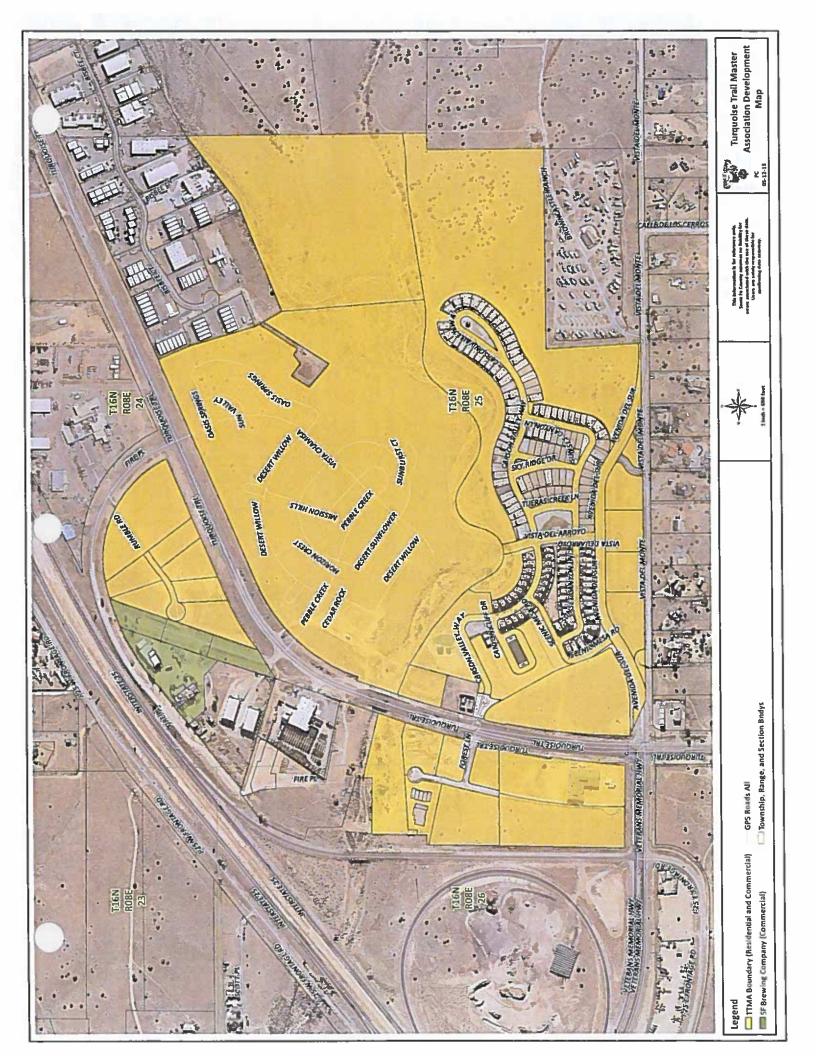
- 1. Lift Station: Lift station includes two FLYGT CP3201 SH 423 Submersible pumps, with cast iron discharge connection, a 50 hp motor, 460vac/3/60, 1760 RPM, and 50' electrical cable. Each pump is capable of delivering 412 GPM at 171ft TDH. Lift station pump controls, Mechanical, Power distribution, Soft stop, Overload heaters, Control transformers, Level Controls, Alarm system, and Emergency generator. The lift station is 24' x 12' and is enclosed with a 6' x 8" stacked block wall, that is also enclosed by a 30' x 57' Steel fence.
- 2. 10" PVC Sanitary Sewer (12' 16' Deep) 676 LF
- 3. 10" PVC Sanitary Sewer in 22" Casing 170 LF
- 4. 8" PVC Sanitary Sewer (8' 12' Deep) 1,818 LF
- 5. 8" PVC Sanitary Sewer (12' 16' Deep) 1,618 LF
- 6. 8" PVC Sanitary Sewer (16' 20' Deep) 319 LF
- 7. 4' Diameter Manhole (0' 8') 19 EA
- 8. 20" Bore and Case (8" Gravity Sanitary Sewer) 234 LF
- 9. 8" PVC Sanitary Sewer in 20" Casing 234 LF
- 10. 8" Force Main PVC, C-900 9,224 LF
- 11. 3" Air Release Valve 4 EA
- 12. 8" Valve on Force Main with No Cleanouts 1 EA
- 13. 8" Valve on Force Main with 2 Cleanouts 5 EA
- 14. Easements: 2 easements
- * All linear footages are approximate.

LEGEND

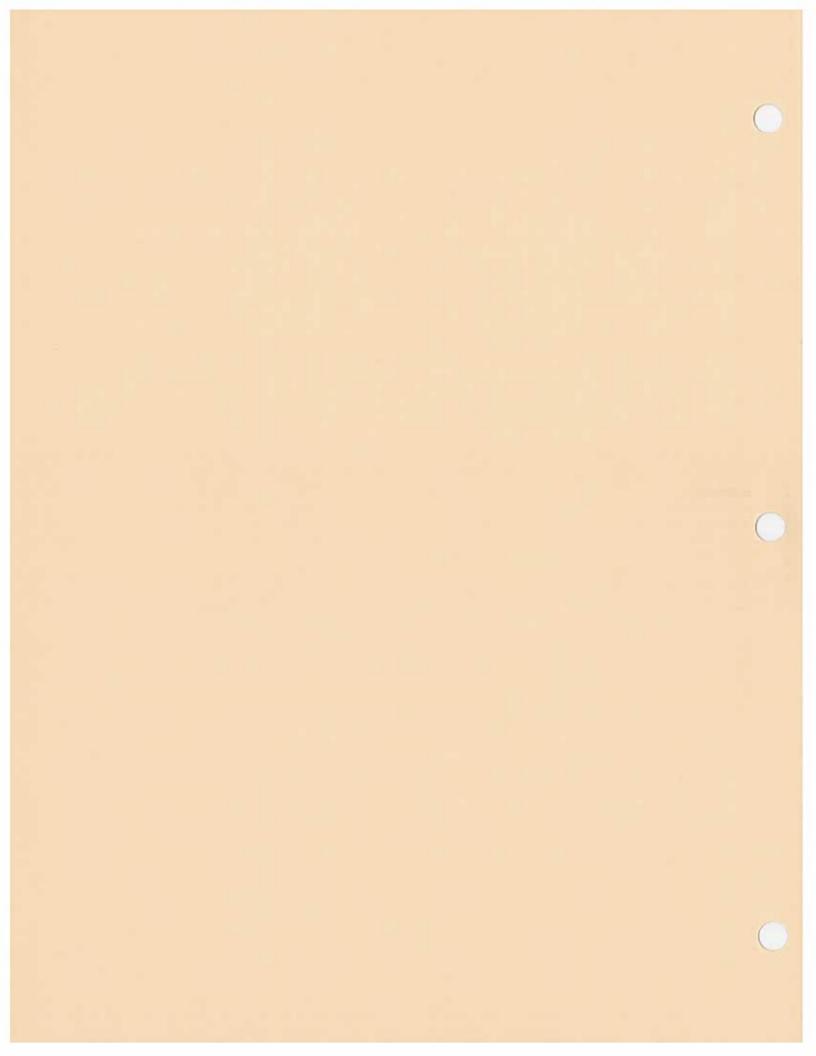
Sense Fe County Meto Utility Service Area

(Z) City of Santa Fe Presumptive Limits 1;10,600 1 inch represents 900 feet CETTHE MITTE SELECT PROCES 0867658 North Turquoise Trail AND STAN OF STAN AND Exhibit "B" NO ABIE TOCA SCOTT PL AVEHIDA DE LENDHA Non Tropic PAN ANT THE ž SALE WENTER









Henry Roybal Commissioner, District 1

Miguel Chavez Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Kathy Holian Commissioner, District 4

Liz Stefanics Commissioner, District 5

> Katherine Miller County Manager

MEMORANDUM

DATE:

September 14, 2015

TO:

Board of County Commissioners

FROM:

Adam Leigland, Public Works Department Director

VIA:

Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting September 29, 2015

Reallocate Capital Funds from the Projects CR109S Old Callejon Road and Pave Camino Torcido Loop to the Projects Improve CR89/89C Feather Catcher Road and Construct All-Weather Crossing on Los Pinos Road at the Arroyo Hondo. (Public Works/Chuck Vigil)

SUMMARY:

This is a request to reallocate capital funds from two capital projects (CR109S) Old Callejon Road and Pave Camino Torcio Loop) to two other projects (Improve CR89/89C Feather Catcher Road and Construct All-Weather Crossing on Los Pinos Road at the Arroyo Hondo) and cancel the first two projects.

BACKGROUND:

Funds for the projects Pave Camino Torcido Loop and Pave CR109S - Old Callejon Road were originally allocated by BCC action in July 2012. On July 28, 2015, Public Works staff presented an update on these capital projects in which it was described that both projects face significant obstacles. Meanwhile, the two projects Improve CR89/89C Feather Catcher Road and Contruct All-Weather Crossing on Los Pinos Road at the Arroyo Hondo are County priorities that are currently underfunded.

DISCUSSION:

Pave County Road 109S. CR 109S is in Pojoaque. This proposed paving project was initiated at the request of the previous commissioner from District 1. Once the project was initiated, PW staff met with residents along CR109S to discuss the requirements and other issues facing them on the road. The community opposed the proposed improvements, stating that their primary concerns of speeding and safety would be exacerbated by paving the road. Their request is for safety railing and better signage to alert drivers to the hazards on the road, which can be accomplished using existing road maintenance resources. Further, the Pueblo maintains a waterline in that road and expressed concern that paving the road would make waterline maintenance more difficult. In light of these objections, PW staff is recommending cancellation of this paving project and reallocation of the

funds. Funding is recommended to be moved to drainage and road improvements in District 1 on CR89/89C Feather Catcher Road. This project is currently in design but is unfunded for construction. This project is divided into four segments, and segment 4 is the recommended target of these funds. The allocation amount for this request totals \$260,000.

Pave Camino Torcido Loop. This proposed paving project in La Cienega was initiated to address maintenance issues caused by poor drainage and flooding of subject road. During the design stage, PW staff in consultation with the design engineers determined that paving the road would make flooding issues significantly worse if the underlying drainage issues were not addressed prior to paving. The technical solutions to the drainage issues involve the creation of potentially large drainage easements across several parcels of private land. The proposed easements were presented to the affected property owners affected. The property owners rejected the donation or purchase of required easements. Without these easements, paving the road will actually make the situation worse. Therefore, in light of the inability to obtain necessary drainage easements, PW recommends this project be cancelled and funding be moved within the commission district to the construction of an All-Weather Crossing at Los Pinos Road at the Arroyo Hondo. Storms in 2013 and 2014 have highlighted this current low-water crossing as a priority for improvement. This project is funded for design but unfunded for construction. The allocation amount of this request total \$417,437.97.

The table below summarizes this request.

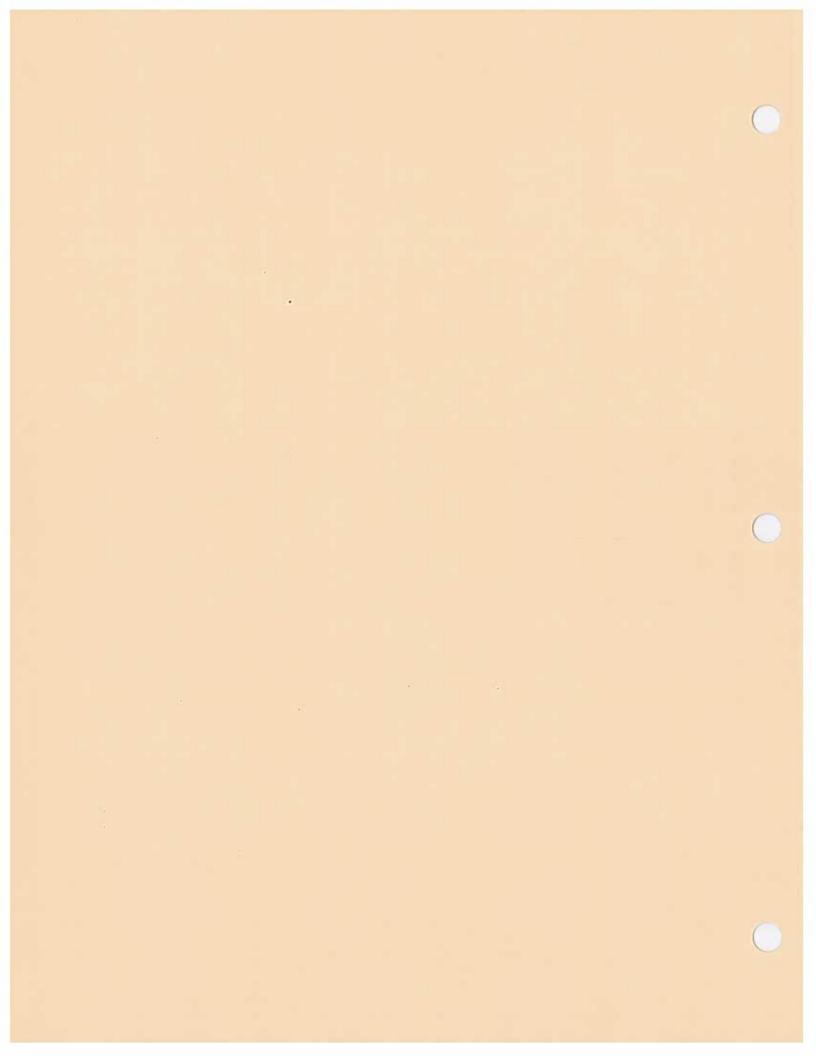
| Reallocate From Project | Reallocate To Project | Amount: |
|--------------------------|-----------------------------------|-----------|
| Pave County Road 109S | CR89/89C Feather Catcher Road | \$260,000 |
| Pave Camino Torcido Loop | All-Weather Crossing at Los Pinos | \$417,437 |
| | Road at the Arroyo Hondo | |

If this request is approved, PW staff will work with the Finance Division and the County Manager to execute any necessary Budget Adjustment Resolutions.

ACTION REQUESTED:

Request reallocation of the capital funds as described above.

Almana E Handelle



Henry P. Roybal Commissioner, District 1

Miguel M. Chavez Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Kathy Holian Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller County Manager

MEMORANDUM

DATE: September 22, 2015

TO: Board of County Commissioners

FROM: Julia Valdez, Constituent Services Liaison, Manager's Office

VIA: Katherine Miller, County Manager &

RE: A Proclamation Recognizing October 4 To October 10, 2015

Mental Illness Awareness Week (Commissioner Liz Stefanics and Commissioner

Miguel M. Chavez)

ITEM AND ISSUE:

This Resolution recognizes the week of October 4 through October 10 National Mental Illness Awareness Week.

BACKGROUND

The National Alliance of Mental Illness (NAMI) works to abolish the stigma of mental illness through community outreach. They use various activities such as public forums, presentations and new media to increase the public's understanding of the importance of mental health within Santa Fe County.



THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

A PROCLAMATION RECOGNIZING OCTOBER 4 TO OCTOBER 10. 2015 MENTAL ILLNESS AWARENESS WEEK

WHEREAS, October 4-10, 2015, is designated as National Mental Illness Awareness Week:

WHEREAS, it is estimated that approximately 2,500 Santa Fe County adults have a serious mental illness and approximately 30,000 Santa Fe County residents abuse drugs and/or alcohol:

WHEREAS, one in five adults experience a mental health problem in any given year and one in 17 adults live with a mental illness such as major depression, bipolar disorder or schizophrenia:

WHEREAS, approximately fifty percent of those living with chronic mental illness experience symptoms by the age of 14 and three-quarters by age 24:

WHEREAS, long delays, sometimes decades, often occur between the time symptoms first appear and when individuals get help:

WHEREAS, early identification and treatment can make a difference in successful management of mental illness and recovery;

WHEREAS, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed:

WHEREAS, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from seeking help; and

WHEREAS, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness.

NOW, THEREFORE BE IT PROCLAIMED, that the Board of County Commissioners of Santa Fe County hereby proclaims the week of October 4 – 10, 2015 as Mental Illness Awareness Week.

AND BE IT FURTHER PROCLAIMED, that the Commissioners encourage all citizens, businesses, schools and community organizations to take the "stigmafree pledge" at www.nami.org/stigmafree in observance of Mental Illness Awareness Week.

PASSED, ADOPTED, AND APPROVED this 29th day of September, 2015

BOARD OF COUNTY COMMISSIONERS

Robert A. Anaya, Chair
Commissioner District 3

Miguel M. Chavez, Vice-Chair
Commissioner District 2

Henry P. Roybal
Commissioner District 1

Kathy Holian
Commissioner District 4

Liz Stefanics Commissioner District 5 Katherine Miller County Manager



YLLEZL

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

Geraldine Salazar, County Clerk



